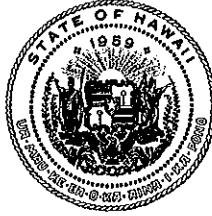
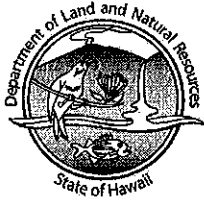


LINDA LINGLE
GOVERNOR OF HAWAII



**STATE OF HAWAII
DEPARTMENT OF LAND AND NATURAL RESOURCES**

POST OFFICE BOX 621
HONOLULU, HAWAII 96809

May 21, 2008

LAURA H. THIELEN
CHAIRPERSON
BOARD OF LAND AND NATURAL RESOURCES
COMMISSION ON WATER RESOURCE MANAGEMENT

RUSSELL Y. TSUJI
FIRST DEPUTY

KEN C. KAWAHARA
DEPUTY DIRECTOR - WATER

AQUATIC RESOURCES
BOATING AND OCEAN RECREATION
BUREAU OF CONVEYANCES
COMMISSION ON WATER RESOURCE MANAGEMENT
CONSERVATION AND COASTAL LANDS
CONSERVATION AND RESOURCES ENFORCEMENT
ENGINEERING
FORESTRY AND WILDLIFE
HISTORIC PRESERVATION
KAIHOLAWE ISLAND RESERVE COMMISSION
LAND
STATE PARKS

Chairperson and Members
Board of Land and Natural Resources
State of Hawai'i
Honolulu, HI 96813

Land Board Members:

**SUBJECT: REQUEST FOR APPROVAL TO ENTER INTO A REBURIAL AGREEMENT
WITH CASTLE & COOKE, INC. FOR THE HUMAN SKELETAL REMAINS
REINTERRED ON THEIR PROPERTY AT MOKULE'IA AHUPUA'A,
WAILAUA DISTRICT, ISLAND OF O'AHU AT [TMK (1) 6-8-003:001]**

Submitted for your consideration is a request to enter into a reburial agreement with Castle & Cooke, Inc. to implement the conditions agreed upon by the landowner and accepted by the State Historic Preservation Division.

Section 6E-43, and 6E-43.6, Hawaii Revised Statutes, require the State to regulate the proper treatment of human skeletal remains over fifty years old, at any site other than a known, maintained, actively used cemetery. In order to provide perpetual protection for the newly established burial site for the skeletal remains, its location will be recorded in the Bureau of Conveyances together with the attached Reburial Agreement. This Reburial Agreement establishes a permanent preservation zone, access rights for lineal and cultural descendants and states that the burial will not be willfully disturbed by the landowner, its successors and assigns.

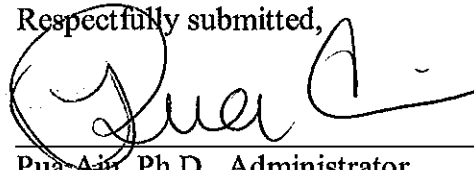
The office of the Attorney General has conducted a review of the Reburial Agreement and all suggested amendments were incorporated into the attached agreement.

ITEM I-2

RECOMMENDATION

That the Board authorize Chairperson Thielen to execute the attached Reburial Agreement with Castle & Cooke, Inc.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Pua Aiu', written over a horizontal line.

Pua Aiu, Ph.D., Administrator
Historic Preservation Division

APPROVED FOR SUBMITTAL:

A handwritten signature in black ink, appearing to read 'Laura Thielen', written over a horizontal line.

LAURA THIELEN, Chairperson
Board of Land and Natural Resources

[illegible]

REGULAR SYSTEM

Return by Mail () Pickup () To:

This Reburial Agreement dated April 16, 2008, by and between CASTLE & COOKE, INC., whose address is 100 Kahelu Avenue, Second Floor, Mililani, HI 96789 ("Landowner") and the STATE OF HAWAI'I ("State") by its Board of Land and Natural Resources whose address is Kalanimoku Building, 1151 Punchbowl Street, Honolulu, Hawai'i 96813.

WHEREAS, the Landowner owns real property at Molule'ia Ahupua'a, Waiialua District, Island of Oahu, identified by Oahu Tax Map Key No. [TMK: (1) 6-8-003:001] in which property unmarked burial sites containing the skeletal remains of undetermined amount of individuals were identified; and further described in "Exhibit A";

WHEREAS, the State, pursuant to Section 6E-43 and 6E-43.6, Hawai'i Revised Statutes, is responsible for regulating the proper treatment of human skeletal remains over fifty years old, at any site other than a known, maintained, actively used cemetery; and

WHEREAS, the parties desire to enter into this Agreement to rebury the human skeletal remains of certain individuals.

NOW THEREFORE, in consideration of the above and the terms and conditions contained herein, the parties agree as follows:

1. The Landowner agrees to allow the skeletal remains of the ancestral Native Hawaiians to be reburied on the Landowner's property located at 68-379 Farrington Highway, Waialua, Hawai'i 96791.

2. The Landowner, upon recommendation from the Department of Land and Natural Resources agrees to establish a permanent fifteen foot (15) buffer zone completely around the burial site.

3. The Landowner, upon recommendation from the Department of Land and Natural Resources, agrees that no digging shall take place within the buffer zone. Natural vegetation or shallow rooted Native Hawaiian plants will be allowed to grow over the burial site to discourage pedestrian traffic.

4. The Landowner agrees to prepare a burial site of 4 feet by 3 feet by 3 feet deep for the final repose of the remains.

5. The Landowner agrees to treat the exact location of reburial sites as confidential information as provided for by section 6E-43.5, Hawai'i Revised Statutes. The Landowner agrees to identify the location of the reburial sites on a map and provide such information to the Department of Land and Natural Resources, Division of Historic Preservation.

6. The Landowner agrees to provide living Cultural and Lineal descendants, as determined by the OIBC in conjunction with SHPD-Burial Sites Program, access rights to visit the burial sites for cultural purposes. The access rights shall be by the most direct route across the Landowner's real property. A list of names and contact information of the Cultural and Lineal descendants shall be provided to the Landowner by the SHPD-Burial Sites Program. Such right of access shall be subject to the rules and policies of the Landowner. Cultural and Lineal descendants are to contact the Landowner or their representatives thereof to confirm dates and times of visitation. The request for visitation must be made at least 7 days in advance to confirm date and time.

7. The Landowner, on behalf of itself and its successors and assigns, covenant and agree not to willfully disturb in any manner, or allow the disturbance of in any manner, the repose of the human skeletal remains reburied at its property at 68-379 Farrington Highway, Waialua, Hawai'i 96791.

8. In the event the Landowner learns that the human skeletal remains, or any part thereof, are unearthed by natural causes or otherwise, the Landowner agrees to immediately notify the Department of Land and Natural Resources. The Landowner agrees not to handle the human skeletal remains in any manner. The Department of Land and Natural Resources, shall take proper action to secure the remains in place.

IN WITNESS WHEREOF, the STATE OF HAWAII, by its Board of Land and Natural Resources, has caused the Seal of the Department of Land and Natural Resources to be hereunto affixed and the parties hereto have caused this Agreement to be executed as of the day, month, and year first above written.

STATE OF HAWAII

By _____
Chairperson, Board of Land and Natural Resources

By _____
Member, Board of Land and Natural Resources

LANDOWNER
Castle & Cooke, Inc.

By _____

APPROVED AS TO FORM:

Vince Kuntz
Deputy Attorney General

Dated: 5-6-08

STATE OF HAWAI'I

)

) SS.

COUNTY OF

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On this ____ day of _____, 20____, before me personally appeared _____ to me known to be the person described in and who executed the foregoing instrument and acknowledged that _____ executed the same as _____ free act and deed.

Notary Public, State of Hawai'i

My commission expires: _____

THE ORIGINAL OF THE DOCUMENT
RECORDED AS FOLLOWS:
STATE OF HAWAII

BUREAU OF CONVEYANCES

DATE SEP 3 1996 TIME 1:00
DOCUMENT NO. 96-126659

LAND COURT SYSTEM

REGULAR SYSTEM

AFTER RECORDATION, RETURN BY MAIL () PICK-UP (✓):

CASTLE & COOKE LAND COMPANY, INC.

Honolulu, Hawaii 96802

Ed. [illegible]

Tax Map Key: (1) 6-8-03-01

DEED

THIS DEED, made this 21st day of August,
1996, by and between DOLE FOOD COMPANY, INC., a Hawaii
corporation, whose business and post office address is 650 Iwilei
Road, Honolulu, Hawaii 96817, hereinafter called the "Grantor",
and CASTLE & COOKE, INC., a Hawaii corporation, whose business
and post office address is 650 Iwilei Road, Honolulu, Hawaii
96817, hereinafter called the "Grantee",

W I T N E S S E T H:

For Ten Dollars (\$10.00) and other valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, the Grantor does hereby remise, release and quitclaim unto the Grantee, all of the Grantor's right, title and interest in and to the property described in Exhibit A and shown crosshatched on Exhibit B attached hereto and made a part hereof (the "Property");

TOGETHER WITH all of the Grantor's rights and interests in and to any and all transferable covenants, warranties and assurances made in favor of or held by the Grantor, or given by or applicable to predecessors in title and/or other third parties, with respect to the Property or any part thereof or any interest therein, including but not limited to the right to recourse against Grantor's predecessors in interest and other third parties, excluding Grantor's affiliated entities but including the State of Hawaii pursuant to Hawaii Revised Statutes Chapter 501 and Grantor's actual title insurance coverage, if any;

TO HAVE AND TO HOLD the same, together with all the buildings and improvements thereon, and the tenements, rights, easements, privileges and appurtenances thereunto belonging or appertaining or held and enjoyed therewith, unto the Grantee, its successors and assigns, forever.

In consideration of the foregoing conveyance, Grantee agrees, warrants and represents that it is purchasing the

Property on an "AS IS, WHERE IS, WITH ALL FAULTS" basis and that the Grantee shall bear the economic and legal risk that the conveyance of such Property shall prove to be insufficient and that Grantee's title to such Property shall be other than good and marketable and free from encumbrances. Without limiting the generality of the foregoing, Grantee assumes all risk concerning the availability of necessary permits and approvals for Grantee's intended uses and Grantor makes no representation or warranty concerning the availability of same.

The terms "Grantor" and "Grantee," as and when used herein, or any pronouns used in place thereof, shall mean and include the masculine or feminine, the singular or plural number, individuals or corporations and each of their respective successors, successors in trust, heirs, devisees, legal representatives and assigns, according to the context thereof.

The parties hereto agree that this instrument may be executed in counterparts, each of which shall be deemed an original, and said counterparts shall together constitute one and the same agreement, binding all of the parties hereto, notwithstanding all of the parties are not signatory to the original or the same counterparts. For all purposes, including, without limitation, recordation, filing and delivery of this instrument, duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.

IN WITNESS WHEREOF, the Grantor and Grantee have
executed these presents as of the day and year first above
written.

DOLE FOOD COMPANY, INC.,
a Hawaii corporation

By



J. BRETT TIBBITTS
Its Vice President

By

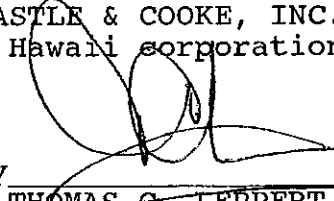


JERRY D. VRIESENKA
Its Assistant Secretary

Grantor

CASTLE & COOKE, INC.,
a Hawaii corporation

By



THOMAS C. LEPPERT
Its President
Residential and Hawaii
Commercial Operations

By



KEVIN R. SHANEY
Its Assistant Secretary

Grantee

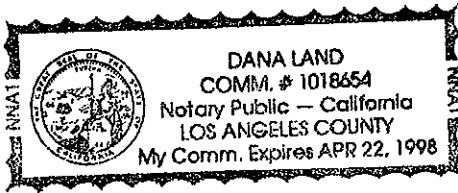
STATE OF CALIFORNIA

COUNTY OF

California

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SS.

On this 21st day of August, 1996, before me appeared J. BRETT TIBBITTS, to me personally known, who being by me duly sworn, did say that he is the Vice President of DOLE FOOD COMPANY, INC., a Hawaii corporation; that said instrument was signed in behalf of said corporation by authority of its Board of Directors; and said officer acknowledged the instrument to be the free act and deed of said corporation.



Dana Land

Notary Public, State of California

My commission expires: 4/22/98

STATE OF HAWAII

CITY AND COUNTY OF HONOLULU

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SS.

On this 3rd day of September, 1996, before me appeared JERRY D. VRIESENKA, to me personally known, who being by me duly sworn, did say that he is the Assistant Secretary of DOLE FOOD COMPANY, INC., a Hawaii corporation; that said instrument was signed in behalf of said corporation by authority of its Board of Directors; and said officer acknowledged the instrument to be the free act and deed of said corporation.

Robert M. Moore

Notary Public, State of Hawaii

My commission expires: 1/12/99

STATE OF HAWAII

CITY AND COUNTY OF HONOLULU

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SS.

On this 28th day of August, 1996, before me appeared THOMAS C. LEPPERT and KEVIN R. SHANEY, to me personally known, who being by me duly sworn, did say that they are the President, Residential and Hawaii Commercial Operations, and Assistant Secretary, respectively, of CASTLE & COOKE, INC., a Hawaii corporation; that said instrument was signed in behalf of said corporation by authority of its Board of Directors; and said officers acknowledged the instrument to be the free act and deed of said corporation.

Cynthia Kaeleau
Notary Public, in and for the
above-named State

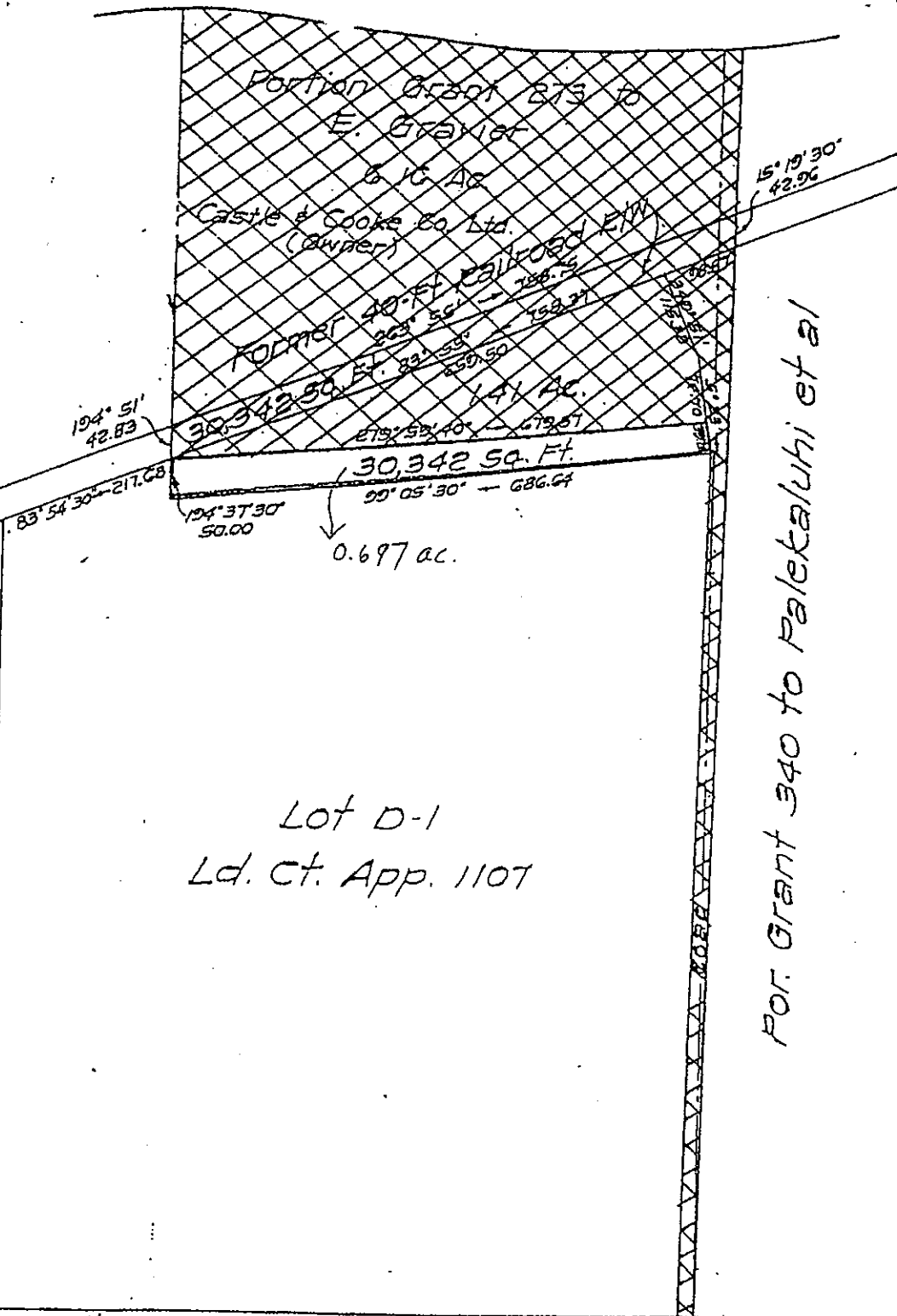
My commission expires: 3/22/98

EXHIBIT A

ALL of that certain parcel of land being a portion of Grant 273 to Elizabeth Gravier and a portion of Grant 340 to Palekaluhi et al, situate and lying at Mokuleia, District of Waialua, City and County of Honolulu, State of Hawaii, bearing Tax Map Key designation 1-6-8-03-01 and containing an area of 9.16 acres, more or less, and being the premises described in Deeds, recorded in the Bureau of Conveyances of the State of Hawaii in Liber 878 at page 37, Liber 1031 at page 331 and Liber 3055 at page 53.

END OF EXHIBIT A

Por. Grant 342 to Puupuu et al

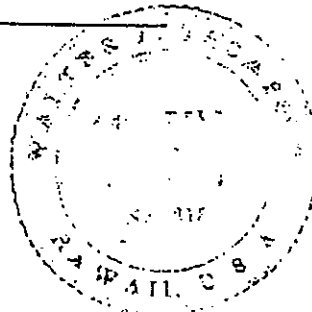


Lot D-1
Ld. Ct. App. 1107

Por. Grant 340 to Palekaluhi et al

WAIALUA KAENA POINT ROAD To Waialua

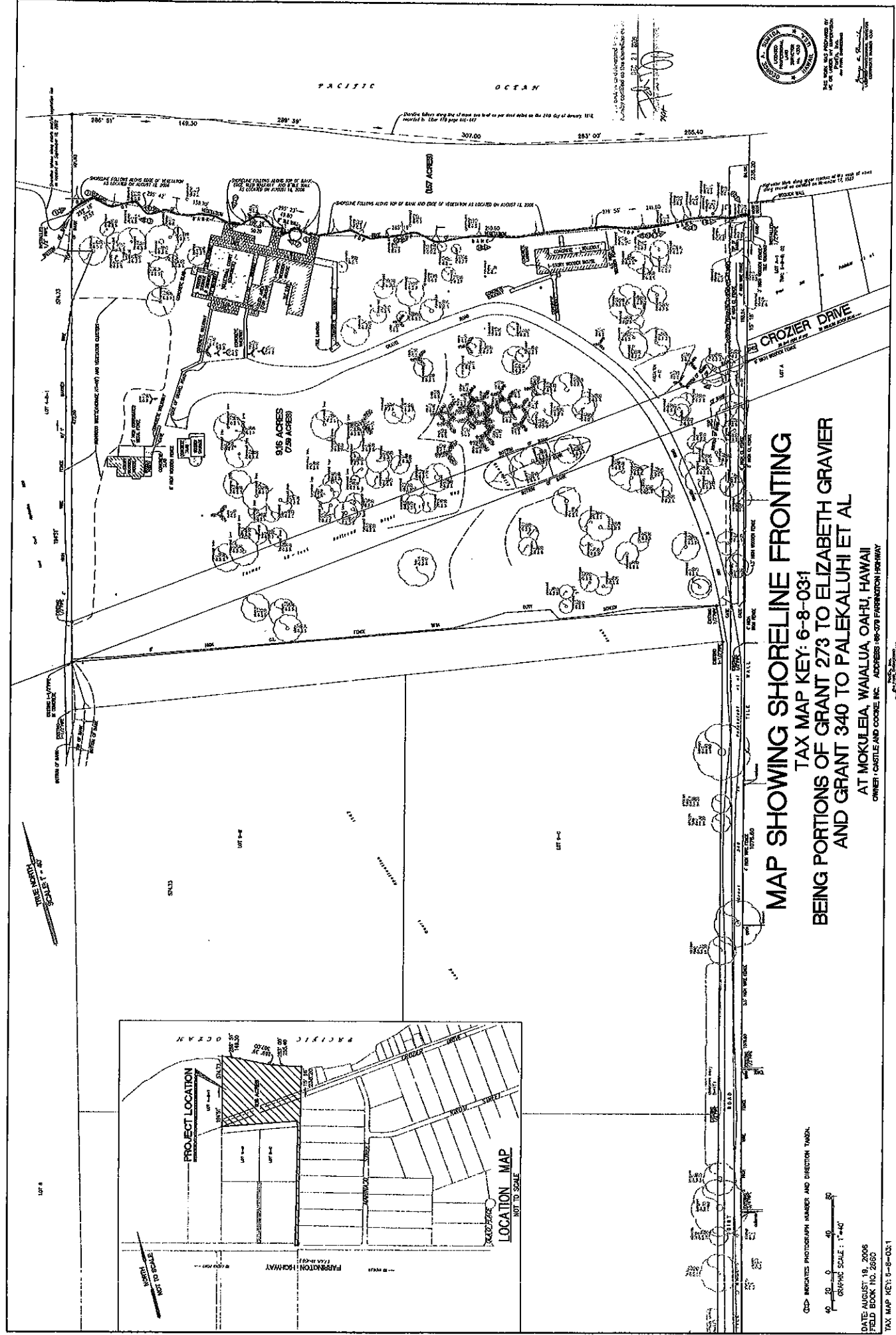
PORTIONS OF
GRANT 273 TO E. GRAVIER AND
GRANT 340 TO PALEKALUHI ET AL
MOKULEIA, WAIALUA, OAHU, T.H.
SCALE: 1" = 200 FT.
October 8, 1955 W.P. Thompson.





NOT BE USED FOR ANY OTHER PURPOSES
EXCEPT AS SPECIFIED ON THE FACE OF THE
PLAT

24" X 36" = 6' 0" N.T.S.

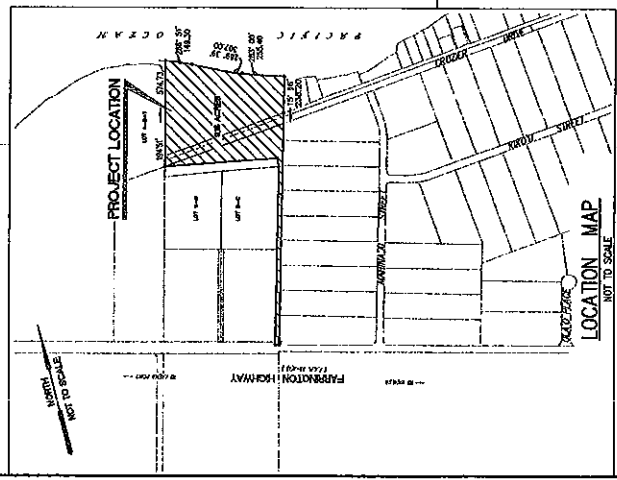


MAP SHOWING SHORELINE FRONTING
TAX MAP KEY: 6-8-03-1
BEING PORTIONS OF GRANT 273 TO ELIZABETH GRAVIER
AND GRANT 340 TO PALEKALUHI ET AL
AT MOKULEIA, WAIALUA, OAHU, HAWAII
OWNER: CASTLE AND COOK, INC. ADDRESS: 98-079 PARKWAY DRIVE

CCD INDICATES PHOTOGRAPH NUMBER AND DIRECTION TOWER.

GRAPHIC SCALE: 1"=40'

DATE: AUGUST 19, 2008
FIELD BOOK NO. 2860
TAX MAP KEY: 6-8-03-1



TRUE NORTH
SCALE: 1"=40'

Waialua
Agricul. Co.
Ltd.

Edward D.
Tenney

Deed

U.S. Rev. S.
\$2.00

A.S.G.

Know all men by these presents, that the Waialua Agricultural Company, Limited, a corporation organized and existing under and by virtue of the laws of the Territory of Hawaii, hereinafter called the Grantor, in consideration of One Thousand Eight Hundred Forty-eight Dollars (\$1,848.00) to it paid by Edward D. Tenney, of Honolulu, Territory of Hawaii, hereinafter called the Grantee, the receipt whereof is hereby acknowledged, does give, grant, bargain, sell and convey unto the said Grantee, his heirs and assigns, all the following piece or parcel of land lying and situate at Mokuleia, District of Waialua, City and County of Honolulu aforesaid, and more particularly bounded and described as follows:

Beginning at $1\frac{1}{2}$ " pipe on the East boundary of Gr. 342 to Puupuu & Company and on the North side of O. R. & L. Company's 40 ft. right of way, from which pipe the Mokuleia Trig. Station bears by true azimuth 86 degrees 13' and is 2080.6 feet distant, thence running by true azimuths:

1. 263° 55' 758.75 feet along the north/ ^{side of} right of way of O. R. & L. Co's track to fence on West side of Gr. 340 to Palekaluhi & Co. A.S.G.
2. 195° 16' 192.2 feet along fence to $1\frac{1}{2}$ " pipe on edge of sand beach
3. 195° 16' 46.0 feet to mean sea level
4. 103° 00' 255.4 feet along line of mean sea level
5. 109° 39' 307.0 feet along same
6. 106° 51' 149.3 feet along same
7. 14° 51' 31.9 feet to $1\frac{1}{2}$ " pipe on edge of sand beach
8. 14° 51' 500. feet along fence on the east boundary of Gr. 342 to Puupuu & Co. to point of beginning, area 6.16 acres more or less.

To have and to hold the same, together with all the rights, privileges, easements and appurtenances thereunto belonging or appertaining unto the said Grantee, his heirs and assigns forever.

And said Grantor for itself and its successors, covenants and agrees with the Grantee, his heirs and assigns, that it is seized in fee of the premises hereby conveyed; that it has good right to sell and convey the same; that the same is free and clear of all incumbrances and that it is not subject to any other claim or demand.

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same against the lawful claims and demands of all persons whomsoever.

In witness whereof the said Grantor has caused its corporate name to be signed and its corporate seal hereto affixed by its proper officers thereunto duly authorized this 24th day of January, 1918.

Waialua Agricultural Company, Limited,

By C. H. Cooke, Its Vice-President

By Chas. H. Atherton, Its Treasurer

On page 1, line 18, the words "side of" were inserted between the words "north" and "right" previous to the acknowledgment of this instrument.

Arch'd. S. Guild

Notary Public, First Judicial Circuit, Territory of Hawaii.

Territory of Hawaii)
: ss

City and County of Honolulu)

On this 24th day of January,

A. D. 1918, before me appeared C. H. Cooke and Charles H. Atherton to me personally known, who, being duly sworn, did say that they were the Vice-President and Treasurer of the Waialua Agricultural Company, Limited and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and said C. H. Cooke and Charles H. Atherton acknowledged said instrument to be the free act and deed of said corporation.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Arch'd. S. Guild

Notary Public, First Judicial Circuit, T. H.

Entered of record this 29th day of January A.D. 1918 at 9:42 O'clock A.M. and compared. Chas. H. Merriam Registrar of Conveyances.

This Indenture made this 25th day of January A. D. 1918, between Kahanuu Meek (widow), of Honolulu, City and County of Honolulu, Territory of Hawaii, the party of the first part, and Elizabeth Halakika Travis, the wife of John H. Travis, of Waipahu, District of Ewa, City and County of Honolulu aforesaid, the party of the second part, -

Witnesseth: That the said party of the first part, for and in consideration of the sum of Sixteen Hundred and Five Dollars (\$1605.) United States Gold Coin to her in hand paid by the said party of the

Kahanuu
Meek(widow)

To

Elizabeth
H. Travis

Deed

U.S. Rev. S.
\$2.00